

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

AGROVANA, LLC,

Plaintiff and Counterclaim-Defendant,

v.

CONGO BRANDS LLC,

Defendant,

and

PRIME HYDRATION, LLC,

Defendant and Counterclaim-Plaintiff.

Civil Action No. 1:24-cv-12400- FDS

**PLAINTIFF’S ASSENTED-TO MOTION TO AMEND ITS COMPLAINT**

The plaintiff, Agrovana, Inc., herewith moves, pursuant to Fed. R. Civ. P. 15(a)(2) and with the assent of the defendants, to amend its complaint. In support of its motion, Agrovana states:

1. In Agrovana’s complaint, originally filed in the Massachusetts Superior Court, we explicitly stated that the company was not seeking to recover from the defendants certain amounts that Agrovana believed would be covered by an trade credit insurance policy issued by an affiliate of Allianz. *See* Complaint at par. 15. Agrovana further stated that it expected to amend its complaint if Allianz declined to pay the invoices in question.
2. Allianz has in fact declined coverage. Accordingly, Agrovana now seeks to collect on the invoices in question directly from the defendants. Additional background facts relevant to that claim are also included in the proposed First Amended Complaint and Jury Claim (“FAC”). A copy of the proposed FAC is attached as

Exhibit 1 and a copy redlined against the original complaint is attached as Exhibit 2.

3. The amendment also provides additional facts relevant to the counterclaim asserted by Prime Hydration, LLC.
4. This case remains in its infancy; automatic disclosures have yet to be made, and no case management order has entered. Accordingly, no party will be prejudiced by this amendment.
5. The defendants assent to this motion to amend without in any manner suggesting that they agree with the factual assertions contained in the FAC.

Wherefore, Agrovana herewith moves that this Honorable Court:

- A. Authorize the filing of the First Amended Complaint and Jury Demand attached hereto as Exhibit 1; and/or
- B. Grant whatever other or additional relief the Court deems just under the circumstances.

Respectfully submitted,

AGROVANA, LLC

By its Attorney,

*/s/ Edward Foye*

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Dated: November 22, 2024

**CERTIFICATE OF SERVICE**

I hereby certify that on this 22nd day of November, 2024 a true and correct copy of the above document was served upon the attorneys of record by electronic delivery.

***Attorneys for Congo Brands LLC and Prime Hydration, LLC***

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***/s/ Edward Foye***

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